

**Exhibit 9  
Filed Under Seal**

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

SONOS, INC.,

Plaintiff,

vs.

Case No. 3:21-CV-07559-WHA

GOOGLE LLC,

Defendant.

- AND -

UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

GOOGLE LLC,

Plaintiff,

vs.

Case No. 3:20-CV-06754-WHA

SONOS, INC.,

Defendant.

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REMOTE VIDEOTAPED DEPOSITION BY VIRTUAL ZOOM OF

KRISTEN BENDER

Tuesday, August 23, 2022

Reported By: Lynne Ledanois, CSR 6811

Job No. 5367663

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1        THE VIDEOGRAPHER: We're off the record. 11:03AM 2 The time is 1:04 a.m. -- I'm sorry, 11:04 a.m. 3        (Recess taken.) 4        THE VIDEOGRAPHER: We are back on the 5 record. The time is 11:16 a.m. 11:16AM 6 BY MR. JUDAH: 7        Q Welcome back, Ms. Bender. 8        Have you discussed your deposition 9 testimony with anyone during the breaks so far? 10      A No. 11:16AM 11      Q I think we were up to Exhibit 11. If you 12 could open Exhibit 11, please. 13      (Exhibit 11 was marked for identification by 14 the court reporter.) 15      THE WITNESS: There is a bunch of new ones 11:17AM 16 here. 17      MR. JUDAH: That's what I was doing during 18 the break. 19      THE WITNESS: I'm in 11 now. 20      MR. JUDAH: Exhibit 11 is a document 11:17AM 21 bearing the Bates stamp GOOG-SONOSWDTX-00053866. 22      Q Ms. Bender, if you could take a look and 23 let me know if you recognize this document. 24      A Okay. 25      Q So you have had a chance to review Exhibit 11:19AM Page 90	1 about him yet today. What was his role on the 11:20AM 2 Google/Sonos collaboration? 3        A He is program management. 4        Q And how is program management different 5 from product management? 11:20AM 6        A So program management, they are responsible 7 for essentially keeping all of the trains on time, so 8 ensuring that, you know, tasks are being moved 9 forward, organizing meetings, et cetera. 10      Product management was responsible for 11:20AM 11 prioritizing the work for the engineering team, so 12 getting work put on to the product roadmap and then 13 working with the engineering team to implement 14 features bit by bit. 15      Q So if I understand that correctly, you 11:21AM 16 were more involved in working with the engineers on 17 the collaboration; is that right? 18      A On this particular one, I would say Jason 19 Kendall was. 20      Q He's not cc'd on this email? 11:21AM 21      A You know what, it might have been Kia, 22 Kristen Johansen who was working with the 23 Play-to-Sonos team at that time. 24      Q Nevertheless, between the product managers 25 such as you and the program managers like 11:22AM Page 92
1        Number 11? 11:19AM 2      A Yes. 3      Q And Ms. Bender, do you recognize this 4 email chain? 5      A Yes. 11:19AM 6      Q What does this relate to? 7      A It relates to ongoing collaboration after 8 the initial launch with Google Play Music. 9      Q The subject line says, "Re: Finalizing 10 Google Play Music/Sonos V2 features list prior to 11:19AM 11 release" -- 12      A Yes. 13      Q -- "April 10"? 14      A Yes. 15      Q And so V2, does that refer to sort of 11:19AM 16 Version 2 of the direct play aspect of the 17 Google/Sonos collaboration? 18      A V2 is both direct play and SMAPI features 19 that were not supported in V1. 20      Q Got it. So V2 refers to both aspects of 11:20AM 21 the collaboration, the SMAPI integration and the 22 direct play integration? 23      A Yes. 24      Q Okay. So -- we have Adam Graham. I've 25 seen his name around, but I don't think we've talked 11:20AM Page 91	1 Mr. Graham, people in your role were working more 11:22AM 2 with the Sonos engineers on the collaboration as 3 compared to the project managers; is that right? 4        A Yes. 5        Q And then folks like Mr. Graham and the 11:22AM 6 project management role were more involved in the 7 timelines and making sure certain -- I used the term 8 "milestones" before -- that certain milestones are 9 hit in terms of -- if there is a different word from 10 milestones, I don't know what you would use, but 11:22AM 11 certain events or deadlines were met in the project; 12 is that right? 13      A That's right. Milestone or deadline, yes. 14      Q Okay. And was one of those two roles 15 interfacing more with the Google team? 11:22AM 16      A No, both interfaced very closely with 17 Google. 18      Q Are they interfacing with different 19 members of the Google team? 20      A No. 11:23AM 21      Q Okay. So let's see. So going to I guess 22 the bottom email here, the very bottom and it's from 23 Mr. Graham, and he says -- it's to Debajit, 24 Christopher and Umesh. 25      Do you see that? 11:23AM Page 93

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1 program.	1:45PM	1 Sonos speaker -- let me ask this: That sort of	1:48PM
2 During that program we met with many		2 central speaker-shaped rectangular shape in the	
3 partners, including Google, to work with us to help		3 center bottom, is that supposed to represent a Sonos	
4 preview that with the intention of helping us --		4 speaker?	
5 providing feedback and helping us improve the	1:45PM	5 A Yes.	1:48PM
6 program.		6 Q And there is an arrow between it and the	
7 Q Google already was -- had direct play		7 cloud. Let me ask: Is that a cloud in the diagram	
8 through integration with Sonos; right?		8 above it?	
9 A Yes.		9 A Yes.	
10 Q As well as the SMAPI integration at that	1:46PM	10 Q There is an arrow between the cloud and	1:48PM
11 time --		11 the speaker and the cloud says "Cloud Queues." Is	
12 A Yes.		12 that right?	
13 Q So was their sort of perspective --		13 A It does.	
14 withdrawn.		14 Q What is that supposed to indicate?	
15 Let me phrase it this way: Was this deck	1:46PM	15 A I don't know.	1:49PM
16 being shared with Google mostly sort of for feedback		16 Q Did you prepare this slide?	
17 or because Google might be interested in some of the		17 A No.	
18 things being offered in -- or described in this		18 Q Is the idea that the sort of the future	
19 pitch deck even though it sounds to me like Google		19 Sonos ecosystem would use cloud queues?	
20 already had sort of implemented these features and	1:46PM	20 A From my perspective, again, non-technical,	1:49PM
21 so they -- (audio interruption.)		21 that the future of Sonos would extend two different	
22 THE REPORTER: Sorry?		22 ways to work with us. It was, one, a SMAPI API where	
23 MS. BRODY: Objection, form.		23 you can integrate directly to the Sonos app and a	
24 THE WITNESS: It was for feedback and then		24 second path where you can control Sonos from a native	
25 also to -- I would say both of what you just said.	1:46PM	25 app, music service app.	1:49PM
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1 BY MR. JUDAH:	1:46PM	1 Q That would incorporate cloud queue	1:49PM
2 Q Okay. So, I mean, I guess what I'm trying		2 technology, is that what is being communicated?	
3 to understand, Google already had a SMAPI		3 A I would assume so.	
4 integration and it had a direct play integration.		4 Q The cloud queue technology used for direct	
5 So is the idea that this Sonos pitch deck	1:47PM	5 play, did that relate to the cloud queue technology	1:50PM
6 was going to be describing sort of different ways to		6 that Google and Sonos had been working on?	
7 do those implementations or would it be describing		7 MS. BRODY: Objection, form.	
8 additional features beyond those two sort of ways to		8 THE WITNESS: I don't know.	
9 integrate that Google had already done with Sonos?		9 BY MR. JUDAH:	
10 A I don't recall exactly.	1:47PM	10 Q Going to the next slide, it's called	1:50PM
11 Q Let me ask you: As of the date of these		11 "Early API Access & Monthly Release."	
12 meetings in August 2015, how many other music or --		12 Do you see that?	
13 music services had done direct integrations, direct		13 A Yes.	
14 play integrations?		14 Q So in the early 2016 section, there is --	
15 A I think we're still at just QQ and Google.	1:47PM	15 one of the things says, "Programmed Radio via CQ	1:50PM
16 But I think the work with Spotify had begun. I don't		16 including DMCA, etc. policies."	
17 remember when that launched.		17 Do you see that?	
18 Q Directing your attention to the fourth		18 A Yes.	
19 slide, there is a -- it says, "Sonos Tomorrow."		19 Q This CQ, does that refer to cloud queue?	
20 Do you see that?	1:48PM	20 A Yes.	1:51PM
21 A Yes.		21 Q Sonos was telling its sort of music	
22 Q Is this intended to represent the future		22 partners that were shown the slide deck that it	
23 sort of Sonos ecosystem?		23 intended to release an API for programmed radio via	
24 A Yes.		24 cloud queue in early 2016; is that fair?	
25 Q So there is an arrow going between the	1:48PM	25 A Yes.	1:51PM
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1	Do you see that?	2:29PM	1	Do you see that?	2:32PM
2	A Yes.		2	A Yes.	
3	Q What does that refer to?		3	Q We already covered the fact that you knew	
4	A This would be kind of marketing efforts to		4	Mr. Kartzman before. Okay. I think that's it on	
5	our -- to the Sonos customer base that generate	2:29PM	5	that.	2:32PM
6	awareness of the music service offering within Sonos.		6	Let's go on to -- hold on. Let's look at	
7	Q Did Sonos have to convince Google to do a		7	the first of these attachments, which is the API	
8	collaboration?		8	evaluation and developer license agreement?	
9	MS. BRODY: Objection, form.		9	A Yes.	
10	THE WITNESS: I would say there was a lot	2:30PM	10	Q Is this the front end agreement? Hold on,	2:32PM
11	of back and forth between the two companies to get		11	I'm getting confused.	
12	moving, that there were advocates internally for		12	A No, they are mixed up. The first one is the	
13	collaboration on both sides but ultimately you need		13	back end and the second attachment I believe is the --	
14	to get buy-in and from senior management, you know.		14	Q Is the front end, yes.	
15	You've got product teams that are going to have to	2:30PM	15	A Yes.	2:33PM
16	do work.		16	Q Sorry, I got them mixed up.	
17	So I would say alignment takes time.		17	A They're mixed up.	
18	There was work that went into getting us to a place		18	Q So the first one is the content	
19	where everybody was ready to move ahead.		19	integration agreement that you said ended up	
20	BY MR. JUDAH:	2:30PM	20	becoming a custom agreement?	2:33PM
21	Q Was there buy-in on the Sonos side as of		21	A Yes.	
22	May 2013?		22	Q The second agreement is this front end	
23	A Yes.		23	agreement, which is basically an NDA?	
24	Q Was there buy-in on the Google side as of		24	A Yes.	
25	May 2013?	2:31PM	25	Q All right. Now we can turn to Exhibit 30.	2:33PM
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1	A I believe it was still work in progress,	2:31PM	1	Sorry about that. Let me make sure I have the right	2:33PM
2	that's what Ted is working on at the time.		2	exhibit this time.	
3	Q Got it.		3	MR. JUDAH: Exhibit 30 is an email and	
4	Going to the top email, you attach --		4	attachment bearing the Bates SONOS-SVG2-0085723 and	
5	there's two attachments. Item 2 of those four	2:31PM	5	the attachment ends in 727.	2:34PM
6	numbers you say, "I've attached our standard SMAPI		6	(Exhibit 30 was marked for identification by	
7	(Sonos Music API agreement) as well. I suspect		7	the court reporter.)	
8	we're going to need a custom agreement with the		8	BY MR. JUDAH:	
9	likes of you guys, happy to work with you on that."		9	Q And if you can let me know when you have	
10	Do you see that?	2:31PM	10	had a chance to review and if you recognize it.	2:34PM
11	A Yes.		11	A Okay.	
12	Q What does that refer to?		12	Q Does that mean that you looked at it or	
13	A That would refer to the fact that bigger		13	you'll let me know?	
14	companies generally wanted to redline that agreement a		14	A I'll let you know.	
15	little bit so it would work for them.	2:31PM	15	Q Okay.	2:34PM
16	So while a lot of music services signed		16	A Okay. I have had a chance to review it.	
17	the standard agreement, a handful of the bigger		17	Q And do you recognize it?	
18	music services would come back to us with some		18	A Yes.	
19	suggested changes.		19	Q There's a few emails here. I guess the	
20	Q Did Google and Sonos end up entering into	2:32PM	20	body actually kind of dovetails with, I guess, one	2:35PM
21	a custom agreement?		21	of the earlier emails we were looking at about an	
22	A Yes.		22	on-site meeting at Google; is that right?	
23	Q So then at the end of this email it says,		23	A Yes.	
24	"Let's do this. So happy to be working with you on		24	Q Mentions a smart fling concept that you	
25	getting this done, my friend."	2:32PM	25	didn't specifically remember, but is it fair to say	2:35PM
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1 it related to direct play?	2:35PM	1 well, let's see. Actually, while we're there, we'll 2:38PM
2 A Yes.		2 just look at it. Sorry for shifting gears.
3 Q All right. I won't ask about those again.		3 A Where are we again, 30?
4 But getting to the top part, Mr. Kartzman attaches a		4 Q No, going back to 31.
5 redline version of the front end agreement. Is that 2:35PM		5 A Yes. 2:39PM
6 fair?		6 Q So moving ahead, so do you recognize this
7 A Yes.		7 email? I think I've already asked that, but I
8 Q Do you know who this lawyer Michael is		8 forgot if you answered it.
9 that's referenced in the second paragraph?		9 A Yes, I do recognize this.
10 A No. 2:36PM		10 Q And so at a high level, what was going on 2:39PM
11 Q Other than the fact that he is a Sonos		11 in this email?
12 fan?		12 A So in advance of any hardware or software --
13 A No.		13 significant hardware or software releases, our PR team
14 Q Were you the main point of contact on	2:36PM	14 would start doing prep work. So it would be, in the
15 Sonos's side for sort of sending back redlines on		15 case of Biggie, kind of anticipating questions they 2:39PM
16 the agreements between Sonos and Google?		16 might get from the press.
17 A I would ferry agreements between our legal		17 So from the product and partnership
18 team and usually be the contact on a partner side and		18 perspective, we would help provide some context so
19 then they would do the same, ferry back to their legal		19 that they can work on the positioning scripts that
20 team and we would trade drafts that way. 2:36PM		20 we would all use, you know, if we were being 2:40PM
21 Q Were you doing any sort of the actual		21 interviewed or whatever it might be.
22 negotiating on the terms or was that -- were you		22 So PR team would do the work and then that
23 just sort of being the business development face		23 would turn into essentially the run of show and kind
24 between Google and Sonos --		24 of how we're talking about a particular hardware or
25 A The BD face between Google and Sonos. The 2:37PM	Page 190	25 software release publicly. 2:40PM
		Page 192
1 legal teams were the negotiators and redliners. 2:37PM		1 Q Okay. Let's see. Going to the bottom 2:40PM
2 Q Do you recall whether there were any sort		2 email from Mr. Lodge, there is a bunch of questions.
3 of direct negotiations between the Google and Sonos		3 That's what you're referring to, potentially asked
4 legal folks or was everything kind of handled with		4 questions from the media?
5 redlines being sent back and forth? 2:37PM		5 A Yes. 2:40PM
6 A I don't remember. I don't remember.		6 Q The fourth bullet here says, "Can we get a
7 Q So let's see. Let's look at the next		7 feature-by-feature description of the software and
8 exhibit, which is 31.		8 hardware implementation (who owns what
9 (Exhibit 31 was marked for identification by		9 development)?"
10 the court reporter.) 2:37PM		10 Do you see that? 2:40PM
11 BY MR. JUDAH:		11 A Yes.
12 Q This is a document bearing Bates stamp		12 Q Do you recall any specific answers to that
13 SONOS-SVG2-00080191.		13 question being provided?
14 A Yes.		14 A I don't.
15 Q Do you recognize this Exhibit 31? 2:37PM		15 Q Is that something that would have been 2:41PM
16 A I do.		16 sort of addressed to you or that you would have
17 Q What at a high level is it?		17 handled or that someone else at Sonos would have
18 A This is a conversation between me and our PR		18 addressed that type of question?
19 team around how we should talk about the -- yes, this		19 A It probably would have been addressed by
20 is about how we should talk about the launch of Google 2:38PM		20 somebody else at Sonos. 2:41PM
21 Play Music and Sonos.		21 Q Did you know who would have been the
22 Q Let me ask you -- yes, it probably makes		22 appropriate person at that time period to answer
23 sense. Let's put a pin in this one and come back to		23 that?
24 it and then I'll -- it's a little early for that.		24 A Probably one of the technical people. I
25 Let me go in sequence. Let me go back to the -- 2:38PM	Page 191	25 would say maybe Andy Schulert, Nick Millington. 2:41PM
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1 Q So this is a draft of the content 2 integration agreement that the parties were 3 negotiating; is that right, this attachment to the 4 August 22nd email?	3:10PM	1 Q So let's see this. This was in August and 3:13PM 2 then let's look at the next exhibit, which is 35. 3 MR. JUDAH: Exhibit 35 is an email and 4 attachment bearing Bates SONOS-SVG2-00080376 and the 5 attachment ends in 377. 3:14PM 6 (Exhibit 35 was marked for identification by 7 the court reporter.) 8 BY MR. JUDAH:	3:13PM
5 A Yes. 3:10PM		9 Q Ms. Bender, if you can take a look and let 10 me know if you've seen it. 3:14PM	
6 Q And you sent this to Mr. Kartzman as sort 7 of part of the negotiations over the content 8 integration agreement for the collaboration; is that 9 right?		11 A Yes, I've seen it.	
10 A Yes. 3:11PM		12 Q Do you recognize this Exhibit 35?	
11 Q And do you recall, were the negotiations 12 over the terms of the content integration agreement, 13 were they contentious, were they amicable? Do you 14 have any recollection of sort of how you 15 characterize them? 3:11PM		13 A Yes. It looks like a fully executed copy of 14 the Sonos back end agreement was sent to Ted Kartzman 15 on November 8th, 2013. 3:14PM	
16 A They were amicable.		16 Q So that's a few months after the August 17 blue line draft that we saw in the prior exhibit; is 18 that fair?	
17 Q Did you have any meetings with Google to 18 discuss edits to the content integration agreement 19 or was your role limited to sending back and forth 20 redlines? 3:11PM		19 A Yes.	
21 A I don't know. If I did, I don't recall.		20 Q The subject here is "Google Contract." 3:14PM	
22 Q Looking at the attached -- and I guess you 23 could call it a blue line if you want to be 24 technical. So Section 3.1, there's crossed-out 25 language in the blue "except to the extent is 3:12PM	Page 206	21 Do you see that?	
1 covered by a separately executed written agreement 2 by both parties."	3:12PM	22 A Yes.	
3 Do you see that strike-out?		23 Q This is the contract that governed the 24 Sonos/Google collaboration?	
4 A I do.		25 MS. BRODY: Objection, form. 3:15PM	
5 Q And you don't know whether that language 6 was language that Sonos's lawyers wanted to remove 7 as opposed to Google's lawyers?	3:12PM	Page 208	
8 A I don't know. It was not my -- in my role 9 to interpret this.		1 THE WITNESS: Yes. 3:15PM	
10 Q Then Section 3.4 has some blue lines 11 added, those words in blue, "developed by and."	3:12PM	2 BY MR. JUDAH:	
12 Do you see that?		3 Q It says, "Attached is our signed 4 agreement - finally," exclamation point.	
13 A Yes.		5 Do you see that? 3:15PM	
14 Q And you don't know whether Sonos is the 15 side that wanted to add that language as opposed to 16 Google?	3:12PM	6 A Yes.	
17 A I don't.		7 Q Why does it say "finally"?	
18 Q Do you know why those words are in blue in 19 this draft that Mr. Shelburne sent to you that you 20 forwarded to Mr. Kartzman at Google? 3:13PM		8 A Because I believe we had been -- there had 9 been a lot of back and forth between Google and Sonos 10 in order to get there. 3:15PM	
21 A I don't.		11 Q All right. And so this one -- this is 12 signed by Mr. Shelburne and he was -- I'm looking 13 down at the attachment -- he was the general counsel 14 at the time?	
22 Q All you know is that at some point in the 23 process, there were edits involving those but you 24 don't know the context or the background?		15 A Yes. 3:15PM	
25 A Correct. 3:13PM	Page 207	16 Q And let's see. So I guess to tie this up, 17 then 36. Do you have Exhibit 36, which is the 18 document bearing Bates SONOS-SVG2-00086826 and the 19 attachment ends in 827.	
		20 (Exhibit 36 was marked for identification by 3:16PM the court reporter.)	
		22 THE WITNESS: Yes, I'm there.	
		23 BY MR. JUDAH:	
		24 Q Do you recognize Exhibit 36?	
		25 A Yes. 3:16PM	
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1 Service, the Provider Developments (as defined 2 below), and any and all intellectual property rights 3 arising from or related thereto are and shall remain 4 the sole and exclusive property of Service 5 Provider." 3:27PM	3:27PM	1 during the collaboration? 3:30PM 2 A No. 3 Q Did you ever discuss ownership of 4 technology developed as part of the collaboration 5 with anyone at Google? 3:30PM
6 Do you see that? 7 A I do. 8 Q "Service Provider" in this context is 9 Google; correct? 10 A Yes. 3:27PM	3:27PM	6 A No. 7 Q Do you ever have any discussions regarding 8 patents related to technology developed from the 9 collaboration with anyone at Google? 10 A No. 3:31PM
11 Q Then the next sentence says, "Sonos will 12 not claim for itself or for any third party any 13 right, title, interest or licenses to the Music 14 Service for Provider Developments, except for the 15 limited license granted herein." 3:28PM	3:28PM	11 Q Are you aware of any discussions between 12 Google and Sonos relating to patents in connection 13 with the collaboration? 14 A No, I'm not. 15 Q Are you aware of anyone from Sonos ever 16 telling anyone at Google that Google's functionality 17 infringed any of Sonos's patents? 18 A I don't recall, no.
18 Q And so the Provider Developments are 19 defined at that final sentence of this section; is 20 that right? 3:28PM	3:28PM	19 Q Are you aware of anyone from Sonos ever 20 telling Google that any of the technology Google 3:31PM 21 developed as part of the collaboration infringed any 22 of Sonos's patents? 23 A Not that I recall, no.
21 A I suppose so. Again, I have a hard time 22 interpreting this sentence. I'm not an attorney. 23 Q Fair enough. 24 Let me ask -- let's see. Going down to 25 the bottom, I want to find the part I wanted to ask 3:28PM	3:28PM	24 Q Are you aware of anyone from Sonos raising 25 the notion of getting a patent on a, quote, remote 3:31PM Page 218 Page 220
1 about. I guess -- no, I guess that was the last 2 part of it. 3 Let me ask: Is this the only agreement 4 that Google and Sonos entered into for the 5 Google/Sonos collaboration? 3:29PM	3:29PM	1 playback queue, end quote, in the context of the 3:31PM 2 collaboration? 3 A No. 4 MS. BRODY: Objection, form. 5 BY MR. JUDAH: 3:32PM
6 MS. BRODY: Objection, form. 7 THE WITNESS: To the best of my knowledge. 8 BY MR. JUDAH: 9 Q So this covers the SAPI integration, the 10 direct play integration. Does it cover anything 3:29PM 11 else? 12 MS. BRODY: Objection, form. 13 THE WITNESS: I don't know. 14 BY MR. JUDAH: 15 Q Do you remember any disputes arising over 16 the -- with Google regarding the scope remaining of 17 any portion of the content integration agreement 18 that was executed between the parties? 19 A No. 20 Q Did you ever have any discussions with 21 anyone at Sonos regarding who would own technology 22 developed in connection with this agreement? 23 A No. 24 Q Is it your understanding that Sonos would 25 own any cloud queue technology developed by Google 3:30PM	3:29PM	6 Q How about the notion of a patent on a, 7 quote, local playback queue, end quote, during the 8 collaboration? 9 A No. 10 Q Other than Google and Spotify, are you 3:32PM 11 aware of any other Sonos partners that negotiated 12 custom content integration agreements governing 13 their collaborations? 14 A No, Spotify and Google are the only two that 15 ring a bell. Actually, I believe that there was a 3:32PM 16 custom one done for Apple as well as Amazon. 17 Q So Apple, Amazon, those would have been 18 subsequent to the Google/Sonos content integration 19 agreement -- 20 A It would have been afterwards. Spotify 3:33PM 21 preceded the Google agreement and then Amazon and 22 Apple would have come after that. 23 Q Let's see. I guess I asked this, but let 24 me just make sure I asked it in this way. 25 Exhibit 1021, the content integration 3:33PM Page 219 Page 221

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1	agreement, this covered the SMAPI aspect of the	3:33PM	1	objection. But you may answer, Ms. Bender.	3:42PM
2	Google/Sonos collaboration; correct?		2	THE WITNESS: I would assume so as it was	
3	A Yes.		3	the only agreement ever entered into, to the best of	
4	Q And this covered as well the direct		4	my knowledge.	
5	playback aspect of the Google/Sonos collaboration;	3:33PM	5	BY MR. JUDAH:	3:42PM
6	correct?		6	Q The same question with respect to the	
7	MS. BRODY: Objection, form.		7	direct play aspect, I'll also ask it.	
8	THE WITNESS: Yes. Yes, to the best of my		8	Ms. Bender, to the best of your knowledge,	
9	knowledge, yes.		9	the content integration agreement entered into	
10	BY MR. JUDAH:	3:34PM	10	between Sonos and Google covered both Version 1 and	3:42PM
11	Q And you're not aware of any other		11	Version 2 of the direct play integration part of the	
12	contracts governing the Google/Sonos collaboration;		12	Google/Sonos collaboration; correct?	
13	correct?		13	MS. BRODY: Objection, form.	
14	MS. BRODY: Objection, form.		14	THE WITNESS: I would assume so.	
15	THE WITNESS: No, I'm not aware of any	3:34PM	15	BY MR. JUDAH:	3:42PM
16	others.		16	Q That's your understanding?	
17	BY MR. JUDAH:		17	A Yes.	
18	Q At least as of the time you were still in		18	Q And then one last kind of question topic	
19	the product manager role in 2016, would you have		19	here.	
20	been the person to have been playing that business	3:34PM	20	Are you familiar with the term "cast for	3:43PM
21	development role of sending back and forth drafts of		21	audio"?	
22	any agreements as far as you're aware between (audio		22	A Yes.	
23	interruption) negotiations over subsequent		23	(Reporter clarification.)	
24	agreements?		24	BY MR. JUDAH:	
25	A Yes, I would have been.	3:34PM	25	Q What is your understanding, Ms. Bender, as	3:43PM
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1	MR. JUDAH: Let's take a break. I think	3:35PM	1	to what "cast for audio" refers to?	3:43PM
2	I'm finished, but I want to take a quick look at my		2	A Another kind of direct control protocol I	
3	outline first.		3	believe that Google discussed with us, with Sonos.	
4	THE VIDEOGRAPHER: We are off the record.		4	Q Did you attend any meetings at Google	
5	The time is 3:35 p.m.	3:35PM	5	related to cast for audio?	3:43PM
6	(Recess taken.)		6	A Most likely.	
7	THE VIDEOGRAPHER: We are back on the		7	Q But you don't remember specifically?	
8	record. The time is 3:41 p.m.		8	A No.	
9	BY MR. JUDAH:		9	Q Do you recall why Sonos didn't end up	
10	Q I just have a couple more questions, then	3:41PM	10	using cast for audio as a mechanism for direct	3:43PM
11	I'm basically finished.		11	playback integrations?	
12	First, just to follow up on what we were		12	A I don't recall.	
13	talking about right before the break, the -- I just		13	MS. BRODY: Objection, form.	
14	want to make sure I understand.		14	BY MR. JUDAH:	
15	So the collaboration looks like it had --	3:41PM	15	Q Do you recall having any conversations	3:43PM
16	the Google/Sonos collaboration had sort of a		16	with anyone at Sonos about cast for audio?	
17	Version 1 and a Version 2 phase for both the SMAPI		17	A No, nothing specific.	
18	integration and the direct play integration. And I		18	Q And do you recall any conversations with	
19	just want to make sure I understand.		19	anyone at Google about cast for audio?	
20	The content integration agreement, as far	3:41PM	20	A Nothing specific, no.	3:44PM
21	as you know, covers both Version 1 and Version 2 of		21	MR. JUDAH: I have no further questions.	
22	the SMAPI integration; correct?		22	Thank you very much, Ms. Bender, for your time.	
23	MS. BRODY: Objection, form, calls for a		23	MS. BRODY: I may have some questions, if	
24	legal conclusion.		24	we can go off for just a couple of minutes, please.	
25	MR. JUDAH: I object to the speaking	3:42PM	25	MR. JUDAH: Okay.	3:44PM
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